

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSISSIPPI

FILED

Aaron Robertson

JAN 08 2019

PLAINTIFF

v.

RANDY CARNEY, CLERK
BY Bamall D.C.

Cause No. 2019-00,004(3)

Ralph Preston King, II, and Ralph P. King, II and Associates,
PLLC, and/or John Doe 1,
and/or John Doe Law Firm

DEFENDANT

COMPLAINT

The plaintiff, Aaron Robertson, files this complaint against the defendants, and states as follows:

1. The plaintiff, Aaron Robertson lived in Ocean Springs, Mississippi at the time of his wreck on 5/9/2014.
2. The defendant, Ralph Preston King, II, worked at 1512 Government Street, Ocean Springs, Ms 39565 at the time of this wreck and at the time that Aaron Robertson hired him.
3. The defendant, Ralph P. King, II and Associates, PLLC is a law firm located in Ocean Springs, Ms at the time of this wreck and at the time that Aaron Robertson hired this law firm.
4. The defendant John Doe 1 is the correct name for Ralph Preston King, II.
5. The defendant John Doe Law Firm is the name of the law firm owned and/or operated and/or run by the defendant Ralph Preston King, II.
6. The defendant, Ralph Preston King, II, has been properly served with the summon and the complaint in this case.
7. The defendant, Ralph Preston King, II, is the correct name of the defendant.
8. The defendant, Ralph P. King, II and Associates, PLLC is the correct name of the law firm owned, operated, and/or managed by Ralph P. King, II.
9. The Court has jurisdiction over the parties and the subject matter and venue is proper in this Court pursuant to Section 11-11-3 of the Mississippi Code.
10. On 5/9/2014, Aaron Robertson was driving his in Tucker Road in Jackson County, MS County and a wreck happened between Aaron Robertson's truck and the truck driven by David Lee Walters. David Lee Walters caused this wreck.
11. The defendant, Ralph Preston King, II is a lawyer licensed to practice in Mississippi.

12. As a result of this wreck, Aaron Robertson hired Ralph Preston King, II and Ralph P. King, II and Associates, PLLC to represent him for this car wreck.
13. On or about December 20, 2016, Ralph Preston King, II and Benjamin Mullen settled Aaron Robertson's car wreck case for \$100,000.00.
14. On or about December 20, 2016, Ralph Preston King, II and Associates, PLLC and Benjamin Mullen settled Aaron Robertson's car wreck case for \$100,000.00.
15. Ralph Preston King, II received the \$100,000.00 check from Benjamin Mullen.
16. Ralph Preston King, II signed Aaron Robert's name to the \$100,000.00 settlement check.
17. Ralph Preston King, II deposited the \$100,000.00 settlement check in a bank.
18. Ralph Preston King, II received money from the \$100,000.00 settlement.
19. Ralph Preston King, II and Associates, PLLC received the \$100,000.00 check from Benjamin Mullen.
45. Ralph Preston King, II and Associates, PLLC signed Aaron Robert's name to the \$100,000.00 settlement check.
46. Ralph Preston King, II and Associates, PLLC deposited the \$100,000.00 settlement check in a bank.
47. Ralph Preston King, II and Associates, PLLC received money from the \$100,000.00 settlement.
20. On January 31, 2017, Ralph Preston King, II signed an "Agreed Judgment of Dismissal" which stated, in part, ". . .it appearing that these parties have reached an amicable settlement of this controversy without the necessity of further litigation. . ."
21. According to the "Agreed Judgment of Dismissal" Aaron Robertson was the plaintiff.
22. On January 31, 2017, Ralph Preston King, II signed the "Agreed Judgment of Dismissal" as "Attorney for Plaintiff."
23. On February 22, 2017, Ralph Preston King, II and Ralph P. King, II and Associates, PLLC recommended that Aaron Robertson sign an "Absolute Release With Covenants."
24. On February 22, 2017, Aaron Robertson signed the "Absolute Release With Covenants."
25. The "Absolute Release With Covenants" stated that \$100,000.00 was to be paid for the settlement against David Lee Walters and State Farm Mutual Automobile Casualty Insurance

Company.

26. Despite settling this case, Ralph Preston King, II and Ralph P. King, II and Associates, PLLC never paid Aaron Robertson any money from this settlement.
27. Since the time of the wreck until now, Aaron Robertson has told the truth about the fact that he has not received his share of the settlement money
28. At the time of this settlement, Ralph Preston King, II knew he was required to pay Aaron Robertson money from this settlement.
29. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC has refused to pay Aaron Robertson any money from this settlement.
30. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC has no legitimate reason to refuse to pay Aaron Robertson money from this settlement.
31. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC has wrongfully refused to pay Aaron Robertson any money from this settlement.
32. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC has wrongly withheld settlement money from Aaron Robertson.
33. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC has wrongfully converted the settlement fund money.
34. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC has stolen the settlement fund money.
35. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC breached his "fiduciary duty" to Aaron Robertson.
36. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC committed legal malpractice.
37. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC failed to provide adequate legal representation to Aaron Robertson.
38. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC's conduct was wilful.
39. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC wilfully withheld the settlement money from Aaron Robertson.
40. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC intentionally withheld the settlement money from Aaron Robertson.

41. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC had a duty of care to Aaron Robertson to use the skill and knowledge ordinarily possessed by attorneys under similar circumstances.
42. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC failed to exercise the ordinary reasonable skill and knowledge commonly possessed by a member of the legal profession which resulted in actual damages to Aaron Robertson.
43. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC failed to exercise the ordinary reasonable skill and knowledge commonly possessed by a member of the legal profession which resulted in actual damages to Aaron Robertson by not giving Aaron Robertson any money from this settlement.
44. Aaron Robertson trusted Ralph Preston King, II.
45. Aaron Robertson relied on Ralph Preston King, II.
46. Aaron Robertson trusted Ralph Preston King, II to give Aaron Robertson his portion of the settlement.
47. Aaron Robertson relied on Ralph Preston King, II to give Aaron Robertson his portion of the settlement money.
48. Aaron Robertson trusted Ralph Preston King, II to adequately represent him for this car wreck.
49. Ralph Preston King, II did not adequately represent Aaron Robertson for this car wreck.
50. Aaron Robertson trusted Ralph Preston King, II and Associates, PLLC to adequately represent him for this car wreck.
71. Ralph Preston King, II and Associates did not adequately represent Aaron Robertson for this car wreck.
51. Ralph Preston King, II did not adequately represent Aaron Robertson for this car wreck because Ralph Preston King, II wilfully refused to provide Aaron Robertson his portion of the settlement money.
52. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC's conduct was negligent in not giving Aaron Robertson his portion of the settlement money.
53. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC's conduct was grossly negligent in not giving Aaron Robertson his portion of the settlement money.
54. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC's conduct was wilful

and wanton in not giving Aaron Robertson his portion of the settlement money.

55. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC's conduct in failing to give Aaron Robertson his portion of the settlement money caused Aaron Robertson injury.

56. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC's conduct in failing to give Aaron Robertson his portion of the settlement money caused Aaron Robertson to have to hire another lawyer to get Aaron Robertson's money.

57. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC's conduct in failing to give Aaron Robertson his portion of the settlement money caused Aaron Robertson to lose out on interest that he would have earned with the settlement money.

58. Aaron Robertson reasonably relied on Ralph Preston King, II and Ralph P. King, II and Associates, PLLC to give Aaron Robertson his portion of the settlement money.

59. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC has settled personal injury cases before Aaron Robertson hired him.

60. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC has settled personal injury cases before Aaron Robertson hired him so Ralph Preston King, II and Ralph P. King, II and Associates, PLLC knows he is required to give Aaron Robertson his portion of the settlement money.

61. Ralph Preston King, II and the Ralph P. King, II and Associates, PLLC has personally read this Complaint.

62. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC was served with request for admissions on the same day this complaint was served on Ralph Preston King, II.

63. Ralph Preston King, II has personally read Aaron Robertson's request for admissions.

64. Ralph Preston King, II has personally read all of his request for admission answers.

65. Ralph Preston King, II agrees with all request for admission answers.

66. Ralph Preston King, II agrees that all request for admission answers are truthful.

67. Ralph Preston King, II has personally read the Answer filed by the defendants' lawyer.

68. Ralph Preston King, II agrees with the Answer filed by the defendants' lawyer.

69. Ralph Preston King, II agrees that the defendants' Answer is truthful.

70. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC willfully chose to

refuse to give Aaron Robertson his portion of the settlement money even though he knew it was wrong.

71. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC made a conscious decision to refuse to give Aaron Robertson his portion of the settlement money even though he knew it was wrong.

72. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC made a voluntary decision to refuse to give Aaron Robertson his portion of the settlement money even though he knew it was wrong.

73. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC was negligent per se by violating the requirement to give Aaron Robertson his portion of the settlement money.

74. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC was grossly negligent in choosing refusing to give Aaron Robertson his portion of the settlement money.

75. Ralph Preston King, II and Ralph P. King, II and Associates, PLLC's decision to refuse to give Aaron Robertson his portion of the settlement money showed a reckless disregard for Aaron Robertson.

76. The choices and decisions Ralph Preston King, II and Ralph P. King, II and Associates, PLLC made means Ralph Preston King, II and Ralph P. King, II and Associates, PLLC is responsible for punitive damages.

77. The defendant, Ralph Preston King, II, signed a contract and/or retainer agreement to represent Aaron Robertson.

78. The defendant, Ralph Preston King, II, signed on behalf of Ralph Preston King, II, and Associates, PLLC signed a contract and/or retainer agreement to represent Aaron Robertson.

79. The defendants breached the contract between the defendants and Aaron Robertson.

80. The defendants' breach of contract caused Aaron Robertson to suffer damages.

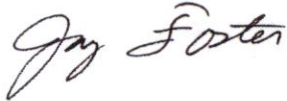
81. The defendants' conduct in breaching the contract is outrageous and entitles Aaron Robertson to attorney fees.

82. The defendants' delay in giving Aaron Robertson his portion of the settlement money caused Aaron Robertson damages.

As a result, Aaron Robertson has injuries and damages and requests damages for all injuries caused, including, but not limited to the following: worry, emotional distress, injury to reputation, humiliation, embarrassment, other nonpecuniary damages, and any other theory of damages such as conversion, theft, breach of fiduciary duty, negligence, gross negligence, fear of

loss, punitive damages, attorney's fees, and past, present, and future mental anguish in an amount not to exceed the jurisdictional limits of this Court. Furthermore, Aaron Robertson requests all court costs, attorney's fees, expert fees, witness fees, pre-judgment and post-judgment interest, and/or any other costs associated in any way with this case.

Respectfully Submitted,



Jay Foster

Jay Foster
Law Office of Jay Foster
1019 Legion Lane
Ocean Springs, MS 39564
(228) 872-6000
(228) 875-6687 (fax)
email: Jay@JayFosterLaw.com

Jury Trial Requested

Service will be issued by process server to:
Ralph Preston King, II and Ralph Preston King, II and Associates, PLLC
1512 Government Street
Ocean Springs, Ms 39564